

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D06-0508-PL-030705

STATE OF INDIANA,)
)
Plaintiff,)

v.)

THERESA M. BENTON,)
DAVID W. CASWELL,)
ALFRED P. O'NEILL, and)
GCM GROUP OF INDIANAPOLIS, INC.,)
formerly doing business as)
BERNARD HALDANE ASSOCIATES, and)
BH CAREERS INTERNATIONAL,)
Defendants.)

FILED

MAR 17 2008

(177)

Elizabeth P. Smith
CLERK OF THE MARION CIRCUIT COURT

CONSENT JUDGMENT AGAINST
DEFENDANT DAVID W. CASWELL

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and the Defendant, David W. Caswell, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interests to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.

2. The State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to this Complaint, the Defendant, David W. Caswell, was an individual who was employed by an entity providing or purporting to provide career services to consumers from its principal place of business located in Marion County at 8888 Keystone Crossing, Suite 1675, Indianapolis, Indiana, 46240.

RELIEF ORDERED

4. The Defendant, David W. Caswell, shall hereby cease doing business as a supplier of career services within the State of Indiana and shall not resume business as an agent, employee, individual, owner, principal, or investor in a subsequent business, corporation, or other enterprise operating as a supplier of career services within the State of Indiana. For purposes of this Judgment, the term "supplier" shall have the meaning found in Ind. Code § 24-5-0.5-2(a)(3) and shall mean a seller, lessor, assignor, or other person who regularly engages in or solicits consumer transactions. Furthermore, for purposes of this Judgment, the term "career services" shall be construed broadly to include all aspects of job-related advising, including but not limited to providing career counseling or advice, job posting services, job seeking services, mock interviewing, resume preparation, resume posting services, resume review, or any other services purporting to assist consumers with their careers.

5. The Defendant, David W. Caswell, and his employees, agents, representatives, successors, and assigns, are permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing expressly or by implication that the Defendant has sponsorship, approval, or affiliation in a consumer transaction the Defendant does not have, and which the Defendant knows or should reasonably know the Defendant does not have;
- c. representing expressly or by implication that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know the representation is false; and
- d. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know the Defendant cannot.

6. The contracts previously entered into by the Defendant, David W. Caswell, with consumers C. David Wagner, Jerry Baumgartner, Robert L. Tarter, and any other Indiana

consumer as part of the Defendant's career services sales or advising activities are hereby cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

7. Upon execution of this Judgment, the Defendant, David W. Caswell, shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the total amount of Three Thousand Two Hundred Forty Two Dollars and Fifteen Cents (\$3,242.15), payable to the Office of the Attorney General for pro rata distribution to the following aggrieved consumers:

	<u>CONSUMER</u>	<u>AMOUNT</u>
a.	C. David Wagner of Rensselaer, IN	\$ 1,043.42;
b.	Jerry Baumgartner of Jasper, IN	\$ 1,054.03; and
c.	Robert L. Tarter of Nashville, IN	\$ 1,144.70.

8. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3), the amount of Ten Thousand Dollars (\$10,000.00), representing the Plaintiff's costs of investigating and prosecuting this action.

9. The Defendant shall pay the Office of the Attorney General civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), in the amount of Forty Six Thousand Seven Hundred Fifty Seven Dollars and Eighty Five Cents (\$46,757.85).

10. A total monetary judgment in the amount of Sixty Thousand Dollars (\$60,000.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, David W. Caswell.

CONTINUING JURISDICTION

11. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court obtaining jurisdiction over the Defendant based on a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this

Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendant waives any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this

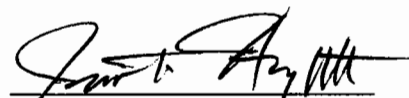
14th day of March, 2008.

STATE OF INDIANA

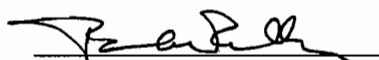
STEVE CARTER
Indiana Attorney General


DAVID W. CASWELL

By:


Justin G. Hazlett
Deputy Attorney General
Attorney No. 22046-49
Office of the Attorney General
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: 317.232.0167

Approved:


Bruce A. Walker
Counsel for the Defendant,
David W. Caswell

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this _____ day of _____, 2008.


Judge, Marion Superior Court

Distribution:

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